

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

In re: : Chapter 13  
Danielle Riggs :  
Debtor : Bankruptcy No. 18-17963 AMC

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**ORDER GRANTING DEBTOR'S MOTION FOR  
AUTHORITY TO SELL REAL PROPERTY**

AND NOW, this 6th day of March, 2025, upon consideration of the Motion for Authority to Sell Real Property filed by the debtor, upon notice to all interested parties, upon the filing, and any response thereto, and after a hearing before the Court and for good cause shown, it is hereby:

**ORDERED:** that the debtor is granted permission to sell their real property located at 1203 Crestview Road, Darby, PA 19023. The Court finds the Buyer to be a purchaser in good faith.

**ORDERED:** This order is contingent upon the liens held against the property shall be paid in full at closing pursuant to a proper payoff quote obtained prior to and good through the closing date.

**ORDERED:** The proceeds of the sale, including any funds held as a deposit made by or on behalf of the Buyer, shall be distributed in the approximate following manner according to the preliminary settlement sheet. See Exhibit A

In addition to the expenses outlined in the preliminary settlement sheet the following expenses will be paid at closing:

1. Second Mortgage held by PHFA-HEMAP Mortgage: \$7,000.00 (**Claim Number 8 on the Claim's Register and the subject of Adversary Proceeding Number 19-ap-0003amc related to this instant case**). See Exhibit B
2. The Title Company shall issue a check to Scott Waterman, Chapter 13 Trustee in the amount of \$5,360.41 from the real-estate closing to be used to pay remaining outstanding

general unsecured creditors, separate and aside from Claim Number 8 addressed in the immediately preceding paragraph.

3. The Title Company shall issue a check to Mitchell Lee Chambers, Esq. from the closing in the sum of \$799.00.
4. The Title company shall hold in escrow \$2,962.43 at the closing for Cavalry SPV. (Said amount represents half of the lien that was avoided by the Court on or about February 14, 2019.) The title company will issue a check to the Debtor, Danielle Riggs, in the amount of \$2,962.43 once the Debtor receives a Chapter 13 Discharge. See **Exhibit C**
5. The balance of the proceeds shall be turned over to the Debtor, Danielle Riggs, at the closing.

This Order is contingent upon the water bill and any judgments or statutory and judicial liens against the real-estate being paid at closing in an amount necessary to provide the purchaser with clear title. Debtor shall have ninety (90) days from entry of this Order to sell the property.

The title clerk shall fax a completed settlement sheet from the closing directly to the trustee immediately upon the close of the settlement. The title clerk shall fax a copy of the disbursement check to the trustee, and shall immediately transmit the actual disbursement check to the trustee by overnight courier. The check will be made payable to Scott Waterman, Chapter 13 Trustee and the check will be mailed to 2901 St. Lawrence Ave., Ste. 100, Reading, PA 19606.

Bankruptcy Rule 6004(g), the 14 days stay as to effect of this Order is hereby waived.

Dated: March 6, 2025

BY THE COURT

  
Honorable Ashely M. Chan  
U.S. BANKRUPTCY JUDGE

# EXHIBIT A

**Settlement Statement****B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number QA2025-5448	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are given here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.			TitleExpress Settlement System Printed 02/24/2025 at 13:15 SM
D. NAME OF BORROWER: Evan Chamberlain ADDRESS:					
E. NAME OF SELLER: Danielle Riggs ADDRESS:					
F. NAME OF LENDER: ADDRESS:					
G. PROPERTY ADDRESS: 1203 Crestview Road, Darby, PA 19023					
H. SETTLEMENT AGENT: Quick Abstract, LLC PLACE OF SETTLEMENT: 1725 Fairmount Avenue, Philadelphia, PA 19130					
I. SETTLEMENT DATE: 02/28/2025					
J. SUMMARY OF BORROWER'S TRANSACTION:			K. SUMMARY OF SELLER'S TRANSACTION:		
100. GROSS AMOUNT DUE FROM BORROWER			400. GROSS AMOUNT DUE TO SELLER		
101. Contract sales price	155,000.00		401. Contract sales price	155,000.00	
102. Personal Property			402. Personal Property		
103. Settlement charges to borrower (line 1400)	3,780.10		403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes	02/28/25 to 12/31/25	1,667.45	406. City/town taxes	02/28/25 to 12/31/25	1,667.45
107. County taxes	02/28/25 to 12/31/25	170.74	407. County taxes	02/28/25 to 12/31/25	170.74
108. School Taxes	02/28/25 to 06/30/25	687.11	408. School Taxes	02/28/25 to 06/30/25	687.11
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER			161,305.40		
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER			420. GROSS AMOUNT DUE TO SELLER		
201. Deposit or earnest money			157,525.30		
202. Principal amount of new loans			500. REDUCTIONS IN AMOUNT DUE TO SELLER		
203. Existing loan(s) taken subject to			501. Excess Deposit (see instructions)		
204.			502. Settlement charges to seller (line 1400)	2,087.50	
205.			503. Existing loan(s) taken subject to		
206.			504. Payoff of First Mortgage Loan	112,963.74	
207.			Pennsylvania Housing Finance A		
208.			505.		
209.			506.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes			510. City/town taxes		
211. County taxes			511. County taxes		
212. School Taxes			512. School Taxes		
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BORROWER			3,000.00		
300. CASH AT SETTLEMENT FROM OR TO BORROWER			520. TOTAL REDUCTION AMOUNT DUE SELLER		
301. Gross amount due from borrower (line 120)			115,051.24		
302. Less amounts paid by/for borrower (line 220)			600. CASH AT SETTLEMENT TO OR FROM SELLER		
303. CASH FROM BORROWER			601. Gross amount due to seller (line 420)	157,525.30	
			602. Less reduction amount due seller (line 520)	115,051.24	
			603. CASH TO SELLER	42,474.06	

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: \_\_\_\_\_) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ SELLER(S) SIGNATURE(S): \_\_\_\_\_ / \_\_\_\_\_  
 SELLER(S) NEW MAILING ADDRESS: \_\_\_\_\_  
 SELLER(S) PHONE NUMBERS: \_\_\_\_\_ (H) \_\_\_\_\_ (W)

L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$155,000.00 @ 0.000 =					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at Settlement					
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>					
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee					
804. Credit Report					
805. Lender's Inspection Fee					
806. Mortgage Application Fee					
807. Assumption Fee					
808.					
809.					
810.					
811.					
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>					
901. Interest From	to	@\$	/day		
902. Mortgage Insurance Premium for	to				
903. Hazard Insurance Premium for	to				
904.					
905.					
<b>1000. RESERVES DEPOSITED WITH LENDER FOR</b>					
1001. Hazard Insurance	mo. @ \$		/mo		
1002. Mortgage Insurance	mo. @ \$		/mo		
1003. City Property Tax	mo. @ \$	165.21	/mo		
1004. County Property Tax	mo. @ \$	16.92	/mo		
1005. Annual Assessments	mo. @ \$	169.92	/mo		
1009. Aggregate Analysis Adjustment				0.00	0.00
<b>1100. TITLE CHARGES</b>					
1101. Settlement or closing fee	to Quick Abstract, LLC			250.00	
1102. Abstract or title search					
1103. Title examination					
1104. Title insurance binder					
1105. Document Preparation	to Quick Abstract, LLC				150.00
1106. Notary Fees					
1107. Attorney's fees					
(includes above items No:		)			
1108. Title Insurance	to Quick Abstract, LLC			1,472.35	
(includes above items No:		)			
1109. Lender's Policy					
1110. Owner's Policy	155,000.00 - 1,472.35				
1111.					
1112.					
1113.					
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>					
1201. Recording Fees Deed \$ 120.25	; Mortgage \$	; Release \$		120.25	
1202. City/County tax/stamps	Deed \$ 2,325.00	; Mortgage \$		1,162.50	1,162.50
1203. State Tax/stamps	Deed \$ 1,550.00	; Mortgage \$		775.00	775.00
1204.	Deed \$	; Mortgage \$			
1205.					
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>					
1301. Survey					
1302. Pest Inspection					
<b>1400. TOTAL SETTLEMENT CHARGES</b>	(enter on lines 103, Section J and 502, Section K)			<b>3,780.10</b>	<b>2,087.50</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Evan Chamberlain

Danielle Riggs

WARNING: IT IS A CRIME TO KNOWLEDGELY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

# EXHIBIT B

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

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In re : Chapter 13  
Danielle Riggs :  
DEBTOR :  
: Bky Case No.: 18-17963 JKF  
:

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**CONSENT ORDER**

Debtor, Danielle Riggs, through counsel, Mitchell Lee Chambers, and Counsel, Katie Housman, Esquire, for Pennsylvania Housing Finance Agency Homeowner's Emergency Mortgage Assistance Program (PHFA-HEMAP) hereby agree to the following:

1. Debtor filed an adversary action against Pennsylvania Housing Finance Agency or PHFA-HEMAP on or about January 14, 2019.
2. The parties entered into a stipulation on or about April 1, 2019 resolving the Debtor's Adversary action. **See Exhibit A**
3. Said stipulation was approved by the Court on April 2, 2019.
4. Paragraph 9 of said Stipulation states "Should the Debtor fail to obtain a Chapter 13 Discharge, if this Chapter 13 Bankruptcy converts to a Chapter 7 Discharge, if the property is sold or if any lien, mortgage or encumbrance superior in priority to that of PHFA-HEMAP Mortgage is refinanced, the PHFA-HEMAP Mortgage shall survive and this agreement shall be deemed null and void without further order of this Court."
5. The parties have agreed to modify the Stipulation to allow Debtor the ability to sell her home.

6. The parties have agreed to allow the Debtor to sell her home at 1203 Crestview Road, Darby, Pa 19023 in exchange for \$7,000.00 payment by Debtor to PHFA-HEMAP from the sale of said property.
7. Upon receipt of the \$7,000.00, the remaining unpaid balance of the mortgage shall be null and void.
8. Upon receipt of the \$7,000.00, PHFA-HEMAP will satisfy the mortgage of record with Delaware County.

/s/ Katie Housman, Esq.

Katie Housman, Esquire

Purcell, Krug, & Haller

Counsel for Pennsylvania Housing Agency

Homeowner's Emergency Mortgage Assistance Program

1719 N. Front Street

Harrisburg, PA 17102

DATE: March 4, 2025

/s/ Mitchell Lee Chambers, Esq.

Mitchell Lee Chambers, Esq.

Counsel for Debtor, Danielle Riggs

602 Little Gloucester Road, Suite 5

Blackwood, NJ 08012

Date: March 4, 2025

# EXHIBIT C

Five Dashed Area

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA

In re:

Danielle Riggs  
Debtor

Chapter 13

Bankruptcy No. 18-17963 JKF

ORDER

Upon consideration of Debtor's Motion to Avoid Liens (the "Motion"), and after notice and opportunity for a hearing, it is hereby ORDERED and DECREED that:

1. The Motion is granted;
2. The lien affecting any interest of Debtor in property (the "Liens") obtained by Cavalry SPV, LLC by judgment ~~is~~ ~~entered on the books and records of the Debtor~~ hereby avoided and declared null and void; and The avoidance is effective upon discharge.
3. All property affected by the ~~is~~ ~~books and records of the Debtor~~ discharge from the Liens, including the real and personal property located at 1203 Crestview Road, Darby, PA 19023.

BY THE COURT

Dated: February 14, 2019

United States Bankruptcy Judge

cc:  
Mitchell Lee Chambers, Esq.  
602 Little Gloucester Road, Suite 5  
Blackwood, NJ 08012

Jean K. FitzSimon

Scott Waterman, Trustee  
2901 St. Lawrence Ave.  
Reading, PA 19606

Cavalry SPV, LLC  
C/O Managing Officer  
500 Summit Lake Drive  
Valhalla, NY 10595

Danielle Riggs  
1203 Crestview Road  
Darby, PA 19023